

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address TIMOTHY J. YOO (SBN 155531) CARMELA T. PAGAY (SBN 195603) LEVENE, NEALE, BENDER, YOO & BRILL L.L.P. 10250 Constellation Boulevard, Suite 1700 Los Angeles, California 90067 Telephone: (310) 229-1234 Facsimile: (310) 229-1244 Email: tjy@lnbyb.com ; ctp@lnbyb.com	FOR COURT USE ONLY
<input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Heide Kurtz, Chapter 7 Trustee	

UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION	
In re: JOSEPH S. WHANG, Debtor(s).	CASE NO.: 2:16-bk-24823-BR CHAPTER: 7 NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 01/09/2018	Time: 10:00 am
Location: United States Bankruptcy Court, Courtroom 1668, 255 E. Temple Street, Los Angeles, California 90012	

Type of Sale: Public Private **Last date to file objections:** 12/26/2017

Description of property to be sold: _____
 See Exhibit 1 hereto

Terms and conditions of sale: _____
Condition of Property: Property purchased "as-is" without any representations or warranties of any kind
For additional terms, see parties' Purchase Agreement attached as Exhibit 2 hereto.

Proposed sale price: \$ 325,000.00

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

Overbid procedure (if any): See Proposed Overbidding Procedures attached as Exhibit 3 hereto.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Carmela T. Pagay, Esq.
Levene, Neale, Bender, Yoo & Brill L.L.P.
10250 Constellation Boulevard, Suite 1700
Los Angeles, CA 90012
Telephone: (310) 229-1234
Facsimile: (310) 229-1244
Email: ctp@lnbyb.com

Date: 12/04/2017

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

Exhibit 1

DESCRIPTION OF ASSETS TO BE SOLD

1. All interest, if any, of this bankruptcy estate and the bankruptcy estate of *In re Magic Apparel Group, Inc.*, Case No. 2:16-bk-24982-BR (the “Company Bankruptcy Estate”) in: (a) plaintiff’s claims in *Cathay Bank v. Choi, et. al.*, which is pending in the Superior Court of Los Angeles County, case no. BC582291 (the “Fraudulent Transfer Action”); (b) any claims pursuant to sections 544, 547, 548, and 550 (including without limitation 550(b)) of the Bankruptcy Code against any persons named as defendants in the Fraudulent Transfer Action or the affiliates, insiders, or successors of such persons, or the initial or subsequent transferees of such persons; and (c) any claims of any type, including pursuant to sections 544, 547, 548, and 550 of the Bankruptcy Code, against Stuart Whang, SWW Investment, LLC, a California limited liability company (“SWW”) or any affiliates of Stuart Whang or SWW or the affiliates, insiders, or successors of such persons, or the initial or subsequent transferees of such persons.

2. All interest of this bankruptcy estate and the Company Bankruptcy Estate in Global Apparel Group Co., Ltd, a Vietnamese company and South East as well as any claims against those entities or the affiliates, insiders, or successors of such persons, or the initial or subsequent transferees of such persons.

Exhibit 2

In re Joseph S. Whang
Bk. Case No. 2:16-bk-24823-BR
In re Magic Apparel Group, Inc.
Bk. Case No. 2:16-bk-24982-BR
United States Bankruptcy Court
for the Central District of California, Los Angeles Division

Purchase Agreement

This purchase agreement (the “Agreement”) is made among Jason M. Rund, Chapter 7 Trustee (the “Company Trustee”) of the bankruptcy estate of Debtor Magic Apparel Group, Inc., a California corporation (“Magic Apparel” or the “Company”), Heide Kurtz, Chapter 7 Trustee (the “Individual Trustee”) of Debtor Joseph S. Whang (“Joseph Whang” or the “Individual Debtor”), and Cathay Bank, a California banking corporation (“Cathay Bank” or “Cathay”). The Company Trustee, the Individual Trustee, and Cathay Bank are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. On November 8, 2016 (the “Individual Petition Date”), Joseph Whang filed a voluntary Petition under chapter 7 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”), commencing bankruptcy case no. 2:16-bk-24823-BR (the “Individual Bankruptcy Case”) pending in the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the “Bankruptcy Court”). The Individual Trustee is the duly appointed and acting chapter 7 trustee of Joseph Whang’s bankruptcy estate (the “Individual Bankruptcy Estate”). On November 22, 2016, Joseph Whang filed his Schedules of Assets and Liabilities and Statement of Financial Affairs as Docket No. 15 in the Individual Bankruptcy Case (the “Individual Schedules and SOFA”).

B. On November 14, 2016 (the “Company Petition Date”), Joseph Whang caused the Company to file a voluntary Petition (“Company Petition”) under chapter 7 of the “Bankruptcy Code, commencing bankruptcy case no. 2:16-bk-24982-BR (the “Company Bankruptcy Case”). The Company Trustee is the duly appointed and acting chapter 7 trustee of the Company’s bankruptcy estate (the “Company Bankruptcy Estate”). On November 25, 2016, Joseph Whang caused the Company to file its Schedules of Assets and Liabilities and Statement of Financial Affairs as Docket No. 8 in the Company Bankruptcy Case (the “Company Schedules and SOFA”).

C. Prior to the Individual Petition Date and the Company Petition Date, on May 19, 2015, Cathay Bank initiated a fraudulent transfer action against Magic Apparel, Joseph Whang and several related entities and individuals, which action was styled *Cathay Bank v. Choi, et. al.*, in the Superior Court of Los Angeles County, case no. BC582291 (the “Fraudulent Transfer Action”). Over the last two (2) years, discovery has been proceeding in the Fraudulent Transfer Action, and on April 14, 2016, Cathay filed its third amended complaint (the “TAC”) in the Fraudulent Transfer Action.

D. Joseph Whang filed the Individual Bankruptcy Case on the eve of a scheduled and court-ordered deposition of Joseph Whang in the Fraudulent Transfer Action. In response, and prior to the Company Petition, Cathay Bank dismissed Joseph Whang from the Fraudulent Transfer Action without prejudice. Joseph Whang has since caused Magic Apparel to remove the Fraudulent Transfer Action to the Company Bankruptcy Case, initiating Adversary Proceeding No. 2:16-ap-01488-TD (the "Adversary Proceeding"). The Notice of Removal was filed on November 14, 2016.

E. Cathay Bank has filed a motion for remand of the Fraudulent Transfer Action, and the motion is set for hearing on January 9, 2018 at 10:00 a.m. On February 1, 2017, Joseph Whang filed a motion to voluntarily dismiss the Individual Bankruptcy Case, which motion is also set for hearing on January 9, 2018 at 10:00 a.m.

F. The Individual Trustee and the Company Trustee may own some, if not all, of the claims asserted by Cathay against the defendants in the Fraudulent Transfer Action (all such claims asserted in the TAC, the "State Court Action Claims").

G. In addition to any potential interest in the State Court Action Claims, the Parties believe that the Individual Bankruptcy Estate and the Company Bankruptcy Estate have additional valuable claims against various persons, including the defendants in the Fraudulent Transfer Action, Stuart Whang ("Stuart Whang") and SWW Investment, LLC, a California limited liability company ("SWW"). The Parties believe that Stuart Whang owns one hundred percent (100%) of the equity in SWW.

H. The Parties believe that Magic Apparel owns Global Apparel Group Co., Ltd, a Vietnamese company ("Global Apparel Group"). The Parties believe that in or about September 2015, Global Apparel Group changed its name to South East Apparel Group Co., Ltd. ("South East"). The ownership of South East is uncertain.

I. On November 7, 2014, Cathay Bank obtained a judgment against Magic Apparel and Joseph Whang in the amount of \$9,624,755.38. Cathay contends that as of November 7, 2016, the amount of the judgment, with post-judgment interest, was \$11,483,791.04 (the "Cathay Claim").

A G R E E M E N T

1. **Assignment of Claims to Cathay Bank.** The Individual Trustee and the Company Trustee will assign to Cathay (or its affiliate) all interest, if any, of the Individual Bankruptcy Estate and the Company Bankruptcy Estate in: (a) the State Court Action Claims; (b) any claims pursuant to sections 544, 547, 548, and 550 (including without limitation 550(b)) of the Bankruptcy Code against any persons named as defendants in the Fraudulent Transfer Action or the affiliates, insiders, or successors of such persons, or the initial or subsequent transferees of such persons (collectively, the "Avoidance Claims"); and (c) any claims of any type, including pursuant to sections 544, 547, 548, and 550 of the Bankruptcy Code, against Stuart Whang, SWW or any affiliates of Stuart Whang or SWW or the affiliates, insiders, or successors of such persons, or the initial or subsequent transferees of such persons (collectively, the "Stuart Whang Claims").

2. **Assignment of Interest in Global Apparel Group and South East.** The Individual Trustee and the Company Trustee will sell, transfer and assign to Cathay (or its affiliate) all interest of the Individual Bankruptcy Estate and the Company Bankruptcy Estate in Global Apparel Group and South East as well as any claims against those entities or the affiliates, insiders, or successors of such persons, or the initial or subsequent transferees of such persons (collectively, the “Global Claims” and, together with the State Court Action Claims, the Avoidance Claims, and the Stuart Whang Claims, collectively the “Assigned Claims”). The assignment of the Assigned Claims shall be evidenced by an Assignment of Claims substantially in the form attached as Exhibit A hereto.

3. **Purchase Price.** Cathay will pay the bankruptcy estates the amounts of \$325,000.00 (the “Purchase Price”), with the proceeds to be paid \$225,000.00 to the Company Bankruptcy Estate and \$100,000.00 to the Individual Bankruptcy Estate.

4. **Sale Is “As-Is, Where Is”.** Cathay Bank acknowledges that the sale of the Assigned Claims is “as-is, where-is” without any representations or warranties of any kind.

5. **Bankruptcy Court Approval.** The Parties acknowledge that Agreement is in all respects subject to the approval of the Bankruptcy Court in the Bankruptcy Cases after notice to creditors in each of the bankruptcy cases. The closing of the transaction contemplated in this Agreement (the “Closing”) shall occur no later than five (5) business days after the first business day that orders have been entered in both the Company Bankruptcy Case and the Individual Bankruptcy Case approving this Agreement. The orders approving the Agreement shall be reasonably acceptable to Cathay.

6. **Sale Procedures.** The motions to approve this Agreement filed by the Company Trustee and the Individual Trustee shall seek to establish the following bidding procedures with respect to potential overbids: any potential over-bidders must: (a) provide a deposit of \$325,000.00 at least two (2) business days prior to the date of the hearing on the motions; (b) provide evidence of their financial qualification to the Company Trustee and the Individual Trustee, satisfactory in their sole discretion; (c) execute an affirmation that they agree to be bound by the terms of this Agreement; (d) make an initial overbid of at least \$25,000.00 greater than the Purchase Price; (e) agree that their deposit shall be forfeited if they are the winning bidder but fail to close; and (f) agree that Cathay Bank can be a back-up bidder if Cathay chooses to do so. The first \$100,000.00 of any proceeds beyond the Purchase Price shall be allocated first to the Individual Estate, and any proceeds received thereafter shall be split between the Company Bankruptcy Estate and the Individual Bankruptcy Estate.

7. **Closing.**

a. **Closing Deliveries.**

(i) **By the Company Trustee and the Individual Trustee.** At the Closing, the Company Trustee and the Individual Trustee shall execute and deliver to Cathay the following (each, a “Trustee Delivery”):

(1) One (1) original Assignment of Claims, executed by each of the Company Trustee and the Individual Trustee, on behalf of the Company Bankruptcy Estate and the Individual Bankruptcy Estate; and

(2) Such other documents and instruments as may be reasonably required to consummate the purchase and sale of the Assigned Claims.

(ii) By Cathay. At the Closing, Cathay shall execute and deliver (as applicable), or cause to be delivered, to the Company Trustee and the Individual Trustee, on behalf of the Company Bankruptcy Estate and the Individual Bankruptcy Estate, the following (each, a “Cathay Delivery”):

(1) The Purchase Price;

(2) One (1) original of the Assignment of Claims; and

(3) Such other documents and instruments as may be reasonably required to consummate the purchase and sale of the Assigned Claims.

b. Cancellation of Transaction. In the event that, due to the failure of a Party (the “Defaulting Party”) to perform any of its obligations hereunder, the Closing does not occur, then the non-Defaulting Party may cancel the Closing by written notice to the Defaulting Party.

8. Further Assurances. The Parties hereby agree to reasonably cooperate with each other after the date hereof and without further consideration to execute, deliver, record and publish as may be necessary or appropriate any certificates, instruments or documents of sale, agreement, or transfer of the Assigned Claims and to take such other action as may be necessary or desirable to effectively sell and transfer or vest in Cathay the Assigned Claims; and each Party hereto shall do or perform such further acts and things and execute and delivery such further certificates, instruments and other documents as may be required by the other Party hereto to implement the intent of the Parties as expressed in this Agreement.

9. Miscellaneous.

a. Captions and Headings. The captions and headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

b. Time of Essence. Except as otherwise provided herein, time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefit of any grace period provided for in this Agreement.

c. Interpretation and Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California applicable to agreements made and to be performed within the state. This Agreement has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or

legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Agreement.

d. Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected, it being intended that all other rights and privileges shall be enforceable to the fullest extent permitted by law.

e. Attorneys' Fees.

(i) Each Party shall bear his or her own costs and expenses arising out of the negotiation, execution, delivery, and performance of this Agreement and the consummation of all transactions contemplated hereby.

(ii) Should any Party hereto institute any action or proceeding to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Agreement, such action shall be brought in the United States Bankruptcy Court having jurisdiction over the bankruptcy cases, and the Parties hereto expressly consent to the jurisdiction of the Bankruptcy Court with respect to any such action. The prevailing Party shall be entitled to receive such amount as the Bankruptcy Court may judge to be reasonable attorneys' fees and costs for the services rendered to the prevailing Party in such action or proceeding.

f. Entire Agreement. This Agreement is intended by the Parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes any and all prior restrictions, promises, representations, warranties, agreements, understandings and undertakings between the Parties with respect to such subject matter and there are no restrictions, promises, representations, warranties, agreements, understandings or undertakings with respect to such subject matter other than those set forth or referred to herein.

g. Waiver. No delay on the part of any Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

h. Amendments. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally or in writing, except that any term of this Agreement may be amended by a writing signed by the Parties, and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by a writing signed by the Party against whom such waiver is to be asserted.

i. No Assignment. Neither Party may assign its rights hereunder and any purported assignment shall be null, void and of no force or effect.

j. No Third Party Beneficiaries. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, the Company Trustee, the Individual Trustee, the Cathay Bank, and their respective successors and assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provisions herein contained, this Agreement and any conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Parties hereto and for the benefit of no other person.

k. Performance of Acts on Business Days. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that the final date for payment of any amount, performance of any act, or the end of any other period hereunder falls on a Saturday, Sunday or holiday, such payment may be made, such act may be performed, or such period shall end, as the case may be, on the next succeeding business day.

l. Survival. All covenants and obligations contained in this Agreement which imply or require performance after the Closing (including without limitation all provisions regarding indemnity and release) and all representations and warranties of the Parties contained in this Agreement shall survive such Closing.

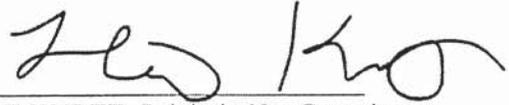
m. Counterparts. This Agreement may be executed in any number of counterparts and by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

n. Reliance on Authority of Person Signing Agreement. If a Party is not a natural person, no other Party will be required to determine the authority of the natural person signing this Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such natural person.

[Signatures follow on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

DATED: November __, 2017



HEIDE KURTZ, Solely in Her Capacity as Chapter 7 Trustee of the Bankruptcy Estate of Joseph S. Whang

DATED: November __, 2017

JASON M. RUND, Solely in His Capacity as Chapter 7 Trustee of the Bankruptcy Estate of Magic Apparel Group, Inc.

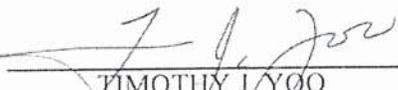
DATED: November __, 2017

CATHAY BANK,
A California Banking Corporation

By: _____
GREGORY BADURA
Senior Vice President and Manager Special Assets Department

Approved as to Form

LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.

By: 
TIMOTHY J. YOO
Attorneys for Heide Kurtz, Chapter 7 Trustee

GREENBERG GLUSKER FIELD CLAMAN & MACHTINGER LLP

By: _____
C. JOHN M. MELISSINOS
Attorneys for Jason M. Rund, Chapter 7 Trustee

DENTONS US LLP

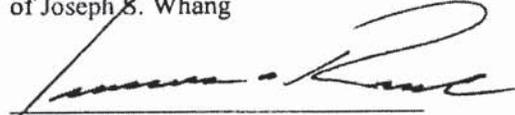
By: _____
MICHAEL H. BIERMAN
Attorneys for Cathay Bank

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

DATED: November __, 2017

HEIDE KURTZ, Solely in Her Capacity as
Chapter 7 Trustee of the Bankruptcy Estate
of Joseph S. Whang

DATED: November 12, 2017



JASON M. RUND, Solely in His Capacity
as Chapter 7 Trustee of the Bankruptcy
Estate of Magic Apparel Group, Inc.

DATED: November __, 2017

CATHAY BANK,
A California Banking Corporation

By: _____
GREGORY BADURA
Senior Vice President and Manager Special
Assets Department

Approved as to Form

LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.

By: _____
TIMOTHY J. YOO
Attorneys for Heide Kurtz, Chapter 7 Trustee

GREENBERG GLUSKER FIELD CLAMAN
& MACHTINGER LLP

By: 
C. JOHN M. MELISSINOS
Attorneys for Jason M. Rund, Chapter 7 Trustee

DENTONS US LLP

By: _____
MICHAEL H. BIERMAN
Attorneys for Cathay Bank

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

DATED: November ____, 2017

HEIDE KURTZ, Solely in Her Capacity as
Chapter 7 Trustee of the Bankruptcy Estate
of Joseph S. Whang

DATED: November ____, 2017

JASON M. RUND, Solely in His Capacity
as Chapter 7 Trustee of the Bankruptcy
Estate of Magic Apparel Group, Inc.

DATED: November 15, 2017

CATHAY BANK,
A California Banking Corporation

By: 

GREGORY BADURA
Senior Vice President and Manager Special
Assets Department

Approved as to Form

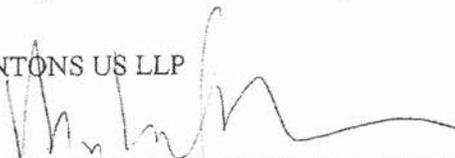
LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.

By: _____
TIMOTHY J. YOO
Attorneys for Heide Kurtz, Chapter 7 Trustee

GREENBERG GLUSKER FIELD CLAMAN
& MACHTINGER LLP

By: _____
C. JOHN M. MELISSINOS
Attorneys for Jason M. Rund, Chapter 7 Trustee

DENTONS US LLP

By: 

MICHAEL H. BIERMAN
Attorneys for Cathay Bank

EXHIBIT A

ASSIGNMENT OF CLAIMS

This Assignment of Claims ("Assignment") is entered into effective as of _____, _____ ("Effective Date"), between Jason M. Rund, Chapter 7 Trustee ("Company Trustee") of the bankruptcy estate of Debtor Magic Apparel Group, Inc., a California corporation (the "Company") and Heide Kurtz, Chapter 7 Trustee (the "Individual Trustee") of Debtor Joseph S. Whang ("Joseph Whang") (the Company Trustee and the Individual Trustee are collectively "Assignor"), and Cathay Bank, a California banking corporation ("Assignee"). Each of Assignor and Assignee are individually referred to as a "Party" and collectively as the "Parties."

Whereas, on November 8, Joseph Whang filed a voluntary Petition under chapter 7 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), commencing bankruptcy case no. 2:16-bk-24823-BR (the "Individual Bankruptcy Case") pending in the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "Bankruptcy Court"). The Individual Trustee is the duly appointed and acting chapter 7 trustee of Joseph Whang's bankruptcy estate (the "Individual Bankruptcy Estate").

Whereas, on November 14, 2016, Joseph Whang caused the Company to file a voluntary Petition under chapter 7 of the "Bankruptcy Code, commencing bankruptcy case no. 2:16-bk-24982-BR (the "Company Bankruptcy Case"). The Company Trustee is the duly appointed and acting chapter 7 trustee of the Company's bankruptcy estate (the "Company Bankruptcy Estate").

Whereas, Cathay Bank initiated a fraudulent transfer action against Magic Apparel, Joseph Whang and several related entities and individuals, which action was styled *Cathay Bank v. Choi, et. al.*, in the Superior Court of Los Angeles County, case no. BC582291 (the "Fraudulent Transfer Action").

Whereas, the Individual Trustee and the Company Trustee assert that they may own some, if not all, of the claims asserted by Cathay against the defendants in the Fraudulent Transfer Action (all such claims asserted in the third amended complaint filed in the Fraudulent Transfer Action, and to the extent of any interest of the Individual Trustee and the Company Trustee, the "State Court Action Claims").

Whereas, in addition to the State Court Action Claims, the Parties believe that the Individual Bankruptcy Estate and the Company Bankruptcy Estate have additional valuable claims against various persons, including the defendants in the Fraudulent Transfer Action, Stuart Whang ("Stuart Whang") and SWW Investment, LLC, a California limited liability company ("SWW").

Whereas, the Parties believe that Magic Apparel owns Global Apparel Group Co., Ltd, a Vietnamese company ("Global Apparel Group"). The Parties believe that in or about September 2015, Global Apparel Group changed its name to South East Apparel Group Co., Ltd. ("South East").

Whereas, the Parties entered into that certain Purchase Agreement Regarding Assignment of Claims to Cathay Bank (the "Purchase Agreement") dated November __, 2017.

EXHIBIT A

Whereas, on January __, 2018, the Bankruptcy Court entered orders in the Individual Bankruptcy Case [Docket No. __] and the Company Bankruptcy Case [Docket No. __] (the “Sale Orders”) approving the sale by the Individual Trustee and the Company Trustee to Cathay Bank of: (a) the State Court Action Claims; (b) any claims pursuant to sections 544, 547, 548, and 550 (including without limitation 550(b)) of the Bankruptcy Code against any persons named as defendants in the Fraudulent Transfer Action or the affiliates, insiders, or successors of such persons, or the initial or subsequent transferees of such persons (collectively, the “Avoidance Claims”); (c) any claims of any type, including pursuant to sections 544, 547, 548, and 550 of the Bankruptcy Code, against Stuart Whang, SWW or any affiliates of Stuart Whang or SWW or the affiliates, insiders, or successors of such persons, or the initial or subsequent transferees of such persons (collectively, the “Stuart Whang Claims”); and (d) all interest of the Individual Bankruptcy Estate and the Company Bankruptcy Estate in Global Apparel Group and South East as well as any claims against those entities or the affiliates, insiders, or successors of such persons, or the initial or subsequent transferees of such persons (collectively, the “Global Claims” and, together with the State Court Action Claims, the Avoidance Claims, and the Stuart Whang Claims, collectively the “Assigned Claims”).

Whereas, pursuant and subject to this Assignment, Assignor wishes to assign and transfer to Assignee, and Assignee wishes to assume and accept from Assignor, the Assigned Claims.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Assignment. Effective as of the Effective Date, in all instances subject to this Assignment, Assignor assigns and transfers to Assignee all of its right, title and interest in and to, and arising under the Assigned Claims pursuant to the Purchase Agreement and the Sale Orders.

2. Assumption. Effective as of the Effective Date, in all instances subject to this Assignment, Assignee assumes and accepts all of Assignor’s right, title and interest in the Assigned Claims.

3. Choice of Law. This Assignment is entered into, and shall be construed and enforced pursuant to, the laws of the State of California, without regard to principles of conflict of law.

4. Amendment. This Assignment may only be amended in writing executed by the Parties.

5. Counterparts. This Assignment may be executed in multiple duplicate originals, all of which together shall constitute one agreement.

6. Successors and Assigns. This Assignment shall be binding upon, enforceable by and shall inure to the benefit and burden of the Parties’ respective successors and permitted assigns. This Assignment may not be assigned or transferred in whole or part except as permitted by the Agreement.

EXHIBIT A

IN WITNESS WHEREOF, the Parties enter into this Assignment as of the Effective Date.

ASSIGNOR:

HEIDE KURTZ, Solely in Her Capacity as
Chapter 7 Trustee of the Bankruptcy Estate
of Joseph S. Whang

JASON M. RUND, Solely in His Capacity
as Chapter 7 Trustee of the Bankruptcy
Estate of Magic Apparel Group, Inc.

ASSIGNEE:

CATHAY BANK,
A California Banking Corporation

By: _____
GREGORY BADURA
Senior Vice President and Manager Special
Assets Department

Exhibit 3

PROPOSED OVERBID PROCEDURES

FOR PURCHASE OF ASSETS

1. Anyone interested in submitting an overbid with respect to the purchase of the assets to be sold must attend the hearing on the motion or be represented by an individual at the hearing (either in person or telephonically) with authority to participate in the overbid process.

2. Any potential over-bidders must: (a) provide a deposit of \$325,000.00 (the “Purchase Price”) at least two business days prior to the date of the hearing on the motion; (b) provide evidence of their financial qualification to the chapter 7 trustee herein and the chapter 7 trustee of the bankruptcy estate of *In re Magic Apparel Group, Inc.*, Case No. 2:16-bk-24982-BR, satisfactory in their sole discretion; (c) execute an affirmation that they agree to be bound by the terms of the parties’ Purchase Agreement; (d) make an initial overbid of at least \$25,000.00 greater than the Purchase Price; (e) agree that their deposit shall be forfeited if they are the winning bidder but fail to close; and (f) agree that Cathay Bank can be a back-up bidder if Cathay Bank chooses to do so.

3. If there are any qualified overbidders, an auction of the assets to be sold shall be held during the hearing on the Motion (on **January 9, 2018 at 10:00 a.m.**) at which time the Court shall determine the highest and best bid for the Property.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
10250 Constellation Blvd., Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **December 4, 2017**, I checked the CM/ECF docket for this bankruptcy case and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

SEE ATTACHED NEF LIST.

Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL:**

On (*date*) **December 4, 2017**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Hon. Barry Russell
USBC – Central District of CA
255 E. Temple St
Suite 1660 / Ctrm 1668
Los Angeles, CA 90012

Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

December 4, 2017 Megan Wertz
Date Printed Name

/s/ Megan Wertz
Signature

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

- Michael H Bierman michael.bierman@dentons.com, jennifer.wall@dentons.com
- Michael F Chekian mike@cheklaw.com, msalanick@cheklaw.com
- Marian Garza ecfnotices@ascensioncapitalgroup.com
- Peter F Jazayeri peter@jaz-law.com
- Caroline S Kim caroline@kimlawgrouppe.com, denise@kimlawgrouppe.com
- Michael S Kogan mkogan@koganlawfirm.com
- Heide Kurtz (TR) trustee@hkurtzco.com, C169@ecfbis.com
- Samuel R Maizel samuel.maizel@dentons.com,
alicia.aguilar@dentons.com;docket.general.lit.LOS@dentons.com;tania.moyron@dentons.com;kathryn.
howard@dentons.com
- C John M Melissinos jmelissinos@greenbergglusker.com,
kwoodson@greenbergglusker.com;calendar@greenbergglusker.com;jking@greenbergglusker.com
- Carmela Pagay ctp@lnbyb.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Timothy J Yoo tjy@lnbyb.com